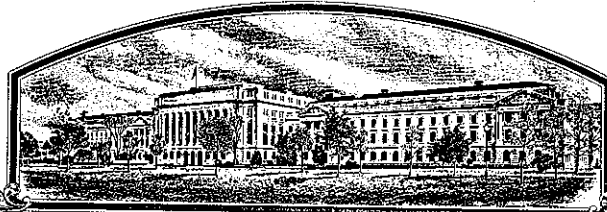


No.

8200129



THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

W. Atlee Burpee Company

Whereas, THERE HAS BEEN PRESENTED TO THE
Secretary of Agriculture

AN APPLICATION REQUESTING A CERTIFICATE OF PROTECTION FOR AN ALLEGED NOVEL VARIETY OF SEXUALLY REPRODUCED PLANT, THE NAME AND DESCRIPTION OF WHICH ARE CONTAINED IN THE APPLICATION AND EXHIBITS, A COPY OF WHICH IS HEREUNTO ANNEXED AND MADE A PART HEREOF, AND THE VARIOUS REQUIREMENTS OF LAW IN SUCH CASES MADE AND PROVIDED HAVE BEEN COMPLIED WITH, AND THE TITLE THERETO IS, FROM THE RECORDS OF THE PLANT VARIETY PROTECTION OFFICE, IN THE APPLICANT(S) INDICATED IN THE SAID COPY, AND WHEREAS, UPON DUE EXAMINATION MADE, THE SAID APPLICANT(S) IS (ARE) ADJUDGED TO BE ENTITLED TO A CERTIFICATE OF PLANT VARIETY PROTECTION UNDER THE LAW.

NOW, THEREFORE, THIS CERTIFICATE OF PLANT VARIETY PROTECTION IS TO GRANT UNTO THE SAID APPLICANT(S) AND THE SUCCESSORS, HEIRS OR ASSIGNS OF THE SAID APPLICANT(S) FOR THE TERM OF *eighteen* YEARS FROM THE DATE OF THIS GRANT, SUBJECT TO THE PAYMENT OF THE REQUIRED FEES AND PERIODIC REPLENISHMENT OF VIABLE BASIC SEED OF THE VARIETY IN A PUBLIC REPOSITORY AS PROVIDED BY LAW, THE RIGHT TO EXCLUDE OTHERS FROM SELLING THE VARIETY, OR OFFERING IT FOR SALE, OR REPRODUCING IT, OR IMPORTING IT, OR EXPORTING IT, OR USING IT IN PRODUCING A HYBRID OR DIFFERENT VARIETY THEREFROM, TO THE EXTENT PROVIDED BY THE PLANT VARIETY PROTECTION ACT (U.S.C. 542, AS AMENDED, 7 U.S.C. 2321 ET SEQ.)

ASTER

'Pot 'n Patio Blue'

In Testimony Whereof, I have hereunto set my hand and caused the seal of the Plant Variety Protection Office to be affixed at the City of Washington this 30th day of December in the year of our Lord one thousand nine hundred and eighty-three.

Attest:

Kenneth H. Egan
Commissioner
Plant Variety Protection Office
Grain Division
Agricultural Marketing Service

John R. Block
Secretary of Agriculture

U.S. DEPARTMENT OF AGRICULTURE
AGRICULTURAL MARKETING SERVICE
LIVESTOCK, MEAT, GRAIN & SEED DIVISION

FORM APPROVED: OMB NO. 0581-0005

APPLICATION FOR PLANT VARIETY PROTECTION CERTIFICATE

(Instructions on reverse)

No certificate for plant variety protection may be issued unless a completed application form has been received (5 U.S.C. 553).

1. NAME OF APPLICANT(S) W. ATLEE BURPEE COMPANY		2. TEMPORARY DESIGNATION Pot 'N Patio Violet Blue		3. VARIETY NAME 'Pot 'N Patio Blue' <i>enhance 11-23-83 per phone, Mr. Mondry</i>	
4. ADDRESS (Street and No. or R.F.D. No., City, State, and Zip Code) 300 Park Avenue Warminster, PA 18974		5. PHONE (Include area code) (215) 674-4900		FOR OFFICIAL USE ONLY PVPO NUMBER 8200129	
6. GENUS AND SPECIES NAME Callistephus chinensis		7. FAMILY NAME (Botanical) Compositae		FILING DATE 5/27/82 TIME 11:30 <input checked="" type="checkbox"/> A.M. <input type="checkbox"/> P.M.	
8. KIND NAME ASTER		9. DATE OF DETERMINATION March, 1980		FEES RECEIVED AMOUNT FOR FILING \$ 500.00 DATE 5/27/82 AMOUNT FOR CERTIFICATE \$ 250.00 DATE 11/14/83	
10. IF THE APPLICANT NAMED IS NOT A "PERSON," GIVE FORM OF ORGANIZATION (Corporation, partnership, association, etc.) Corporation				12. DATE OF INCORPORATION 1915	
11. IF INCORPORATED, GIVE STATE OF INCORPORATION Pennsylvania					

13. NAME AND ADDRESS OF APPLICANT REPRESENTATIVE(S), IF ANY, TO SERVE IN THIS APPLICATION AND RECEIVE ALL PAPERS

John J. Mondry
W. ATLEE BURPEE COMPANY
335 South Briggs Road, Santa Paula, California 93060
805-525-3348

14. CHECK APPROPRIATE BOX FOR EACH ATTACHMENT SUBMITTED

- a. ☒ Exhibit A, Origin and Breeding History of the Variety (See Section 52 of the Plant Variety Protection Act.)
b. ☒ Exhibit B, Novelty Statement
c. ☒ Exhibit C, Objective Description of the Variety (Request form from Plant Variety Protection Office.)
d. ☐ Exhibit D, Additional Description of the Variety
See B

15. DOES THE APPLICANT(S) SPECIFY THAT SEED OF THIS VARIETY BE SOLD BY VARIETY NAME ONLY AS A CLASS OF CERTIFIED SEED? (See Section 83(a) of the Plant Variety Protection Act.)
☐ Yes (If "Yes," answer items 16 and 17 below) ☒ No

16. DOES THE APPLICANT(S) SPECIFY THAT THIS VARIETY BE LIMITED AS TO NUMBER OF GENERATIONS?
☐ Yes ☒ No

17. IF "YES" TO ITEM 16, WHICH CLASSES OF PRODUCTION BEYOND BREEDER SEED?
☐ Foundation ☐ Registered ☐ Certified

18. DID THE APPLICANT(S) FILE FOR PROTECTION OF THE VARIETY IN THE U.S. OR OTHER COUNTRIES?
☐ Yes (If "Yes," give names of countries and dates)
☒ No

19. HAVE RIGHTS BEEN GRANTED IN THE U.S. OR OTHER COUNTRIES?
☐ Yes (If "Yes," give names of countries and dates)
☒ No

20. The applicant(s) declare(s) that a viable sample of basic seeds of this variety will be furnished with the application and will be replenished upon request in accordance with such regulations as may be applicable.

The undersigned applicant(s) is (are) the owner(s) of this sexually reproduced novel plant variety, and believe(s) that the variety is distinct, uniform, and stable as required in Section 41, and is entitled to protection under the provisions of Section 42 of the Plant Variety Protection Act.

Applicant(s) is (are) informed that false representation herein can jeopardize protection and result in penalties.

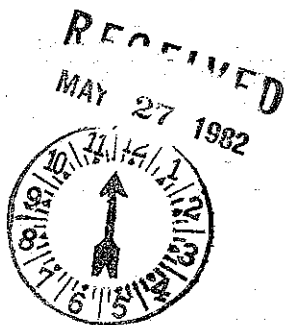
SIGNATURE OF APPLICANT W. A. BURPEE COMPANY	DATE May 20, 1982 1
SIGNATURE OF APPLICANT <i>John J. Mondry</i> Research Director	DATE May 20, 1982

INSTRUCTIONS

General: Send an original copy of the application and exhibits, at least 2,500 viable seeds, and \$500 fee (\$250 filing fee and \$250 examination fee) to U.S. Department of Agriculture, Agricultural Marketing Service, Livestock, Meat, Grain and Seed Division, Plant Variety Protection Office, National Agricultural Library Building, Beltsville, Maryland 20705. (See section 180.175 of the Regulations and Rules of Practice.) Retain one copy for your files. All items on the face of the form are self-explanatory unless noted below.

Item

- 9 Give the date the applicant determined that he had a new variety based on (1) the definition in section 41(a) of the Act and (2) the date a decision was made to increase the seed.
- 14a Give: (1) the genealogy, including public and commercial varieties, lines, or clones used, and the breeding method; (2) the details of subsequent stages of selection and multiplication; (3) the type and frequency of variants during reproduction and multiplication and state how these variants may be identified and (4) evidence of uniformity and stability.
- 14b Give a summary statement of the variety's novelty. Clearly state how this novel variety may be distinguished from all other varieties in the same crop. If the new variety most closely resembles one or a group of related varieties: (1) identify these varieties and state all differences objectively; (2) attach statistical data for characters expressed numerically and demonstrate that these differences are significant; and (3) submit, if helpful, seed and plant specimens or photographs of seed and plant comparisons clearly indicating novelty.
- 14c Fill in the Exhibit C, Objective Description form, for all characteristics for which you have adequate data.
- 14d Describe any additional characteristics that are not described, or whose description cannot be accurately conveyed in Exhibit C. Use comparative varieties as is necessary to reveal more accurately the description of characteristics that are difficult to describe, such as plant habit, plant color, disease resistance, etc.
- 15 If "Yes" is specified (*seed of this variety be sold by variety name only as a class of certified seed*) the applicant may NOT reverse his affirmative decision after the variety has either been sold and so labeled, his decision published, or the certificate has been issued. However, if the applicant specified "No," he may change his choice. (See section 180.16 of the Regulations and Rules of Practice.)
- 16 See section 42 of the Plant Variety Protection Act and section 180.7 of the Regulations and Rules of Practice.



4/2/82 ESP

'Pot in Patio Blue'

Coffman 12/1/83

EXHIBIT A. ORIGIN AND BREEDING HISTORY

ORIGIN OF EARLY BLOOMING IN DWARF COMPACT HABIT

Years 1968 to 1972:

The original selections for an early blooming dwarf compact habit aster were made in Burpee's Dwarf Border White Aster in 1968. A bulk sample was grown in the 1969 trials. Selections in trial, AS-1-69, were made for plants that came into bloom July 10 or thirty days earlier than Burpee's Dwarf Border White from which the selections were made. After two years of field selections, a uniform line, AS-78-72, of Early Dwarf Compact White Aster was obtained.

ORIGIN OF EARLY BLOOMING DWARF COMPACT BLUE

Years 1971 to 1972:

In 1971 a cross was made between Early Dwarf Compact White and Burpee's Dwarf Border Blue. The cross was grown in 1972 in line AS-150-72. From the F/2 generation grown in AS-193-73, ten selections were made for early blooming dwarf plants. These dwarf blue selections were made from a population of 120 plants. They were selfed and backcrossed to Dwarf Compact White the same year, 1973. The F/1 backcross was grown in line 4AS-195 in 1974. Selections were made in the F/2 and following generations from the backcross.

SHORT DAY WINTER GREENHOUSE SELECTIONS FOR WINTER BLOOMING

Years 1975 to 1980:

In 1975 selection pressure was applied to Early Compact Dwarf Blue for short day winter blooming in the greenhouse. In general, seed was sown in November or December and selections were made for lines that bloomed uniformly in ninety days without the use of extended day length. Selections of this type were made for the next five generations. In 1980, line OAS-25 was selected as uniform for winter blooming and for habit. Stock seed was grown from this line for a field block in 1981.

Pot in Patio Blue'
cv

STOCK SEED BLOCK AND EVALUATION OF PLANTS GROWN FROM SAMPLES OF BLOCK
Years 1981 to 1982:

In 1981 a 0.08 acre stock seed block, IB-8-4 was grown to provide stock seed from which future crops could be grown. This crop was uniform in habit and maturity.

WINTER OF 1981-82 EVALUATION OF ASTER POT-N-PATIO BLUE FROM BLOCK
IB-8-4 TEST 2AS-15

Pot-N-Patio Blue on 4/2/82 (98th day of test):

Plants were grown to flower in four inch peat pots. On April 2, 1982, ninety-eight days from seed sowing, the plants were in the following flowering maturity: 38% of the plants had one flower fully opened; 38% of the plants had large flower buds ready to open; 9% of the plants had small flower buds; and 9% of the plants had no flower buds. Plants were size 17 cm. high and 20 cm. wide. Population was fifty plants.

Test 2AS-15 Pot-N-Patio Blue on 4/14/82 (110th day of test):

The plants on April 14 were 18 cm. high by 21 cm. wide. They were in the following flowering maturity: 91% in bloom; 5% with large flower buds; 2% with small flower buds; and 2% with no flower buds.

EVALUATION OF COMPARISON BURPEE'S DWARF BORDER BLUE TEST 2AS-12

Dwarf Border Blue on 4/2/82 (98th day of test):

Seed was sown the same time as 2AS-15 and were grown in the same size pots. On April 2, 1982, the plants were very uniform in habit, but they had no sign of any flower buds on any of the fifty plants in this test. Plant size was 10 cm. high by 19 cm. wide.

Test 2AS-12 Dwarf Border Blue on 4/14/82 (110 days):

The plants in this test on April 14, 1982 were 10 cm. high by 21 cm. wide. There were no flower buds on any of the fifty plants on April 14, 1982

'Pot 'n Patio Blue'
ew

SUBJECT: China Aster Application No. 8200129:
Pot N' Patio Violet Blue

rec'd 10-17-83

Addendum to Exhibit A

In addition to the statement made in the original application, we feel the following data proves the uniformity and genetic stability of Pot N' Patio Aster Violet Blue.

In 1982, we grew on our Floradale Farms at Lompoc, California 0.35 acres of Pot N' Patio Violet Blue. At nine-inch spacing between plants, there are approximately 17,500 plants in 0.35 acres. In this population there were only 0.001% off-types which included 0.00025% taller plants and 0.00075% dwarf plants with variant flower colors.

In 1983, we grew at the same location 0.65 acres of Pot N' Patio Violet Blue. At the same spacing, this is a population of 32,500 plants. There were 0.002% off-types or rogues which included 0.00140% taller plants which we assume to be outcrosses and 0.00160% dwarf plants with the same habit as Pot N' Patio Violet Blue, but with variant color.

* Addendum to Exhibit B

We consider Aster Dwarf Border Blue to be the variety most similar to Pot N' Patio Violet Blue. The prime difference between them other than plant size is their different response to day length during the short days of winter. Pot N' Patio Violet Blue is winter blooming, (90 days in mid-winter) while Dwarf Border Blue will not bloom without the addition of artificial light.

JS

Pot 'n Patio Blue
eb

EXHIBIT B: NOVELTY STATEMENT

NOVELTY STATEMENT

*See addendum on former page
4/10/25/82*

Aster, Pot-N-Patio Blue is a dwarf, 18 cm. high by 21 cm. wide plant when grown in four inch pots during the short days of winter. This variety will flower in 90 to 100 days from seed sown during mid-winter months without the use of lights to extend day length. The plants are small compact and fit easily on a window sill, in a window garden, or in a home greenhouse. They provide a colorful annual with bright fresh springtime flowers during mid-winter.

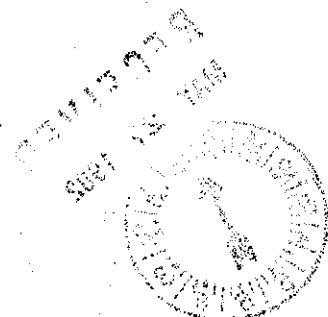
In summer months, if seed is sown directly into the soil, the plants will bloom in 70 to 80 days. Grown outdoors, these plants average 19 cm. in height by 22 cm. in width. Flower size in both situations is the same.

THE PRINCIPAL NOVELTY VALUES

1. Mid-winter blooming without additional light to extend day length.
2. Dwarf compact habit and rapid growth.
3. Early blooming outdoors for use in northern states.

COMPARISON: ASTER DWARF BORDER BLUE

The comparison is similar in habit but grows larger outdoors in summer months; 25 cm. high by 25 cm. wide. It blooms thirty days later than Pot-N-Patio Blue. Plant habit in the greenhouse during mid-winter is similar to Pot-N-Patio Blue. It will not bloom without artificial day length extension.



UNITED STATES DEPARTMENT OF AGRICULTURE
AGRICULTURAL MARKETING SERVICE
GRAIN DIVISION
HYATTSVILLE, MARYLAND 20782
OBJECTIVE DESCRIPTION OF VARIETY
CHINA ASTER (CALLISTEPHUS CHINENSIS)

REFERENCES: See reverse.

NAME OF APPLICANT(S)

W. Atlee Burpee Company

ADDRESS (Street and No. or R.F.D. No., City, State, and ZIP Code)

300 Park Avenue
Warminster PA 18974

FOR OFFICIAL USE ONLY

PVPO NUMBER 8200129

VARIETY NAME OR TEMPORARY DESIGNATION

Pot 'n' Patio Violet Blue ^{est} _{1/12/83}

Place the appropriate number that describes the varietal character in the boxes below.

Place a zero in first box (e.g.) when number is 9 or less.

1. PLANT TYPE

1 = DWARF (Less than 35 cm.) 2 = INTERMEDIATE (35 - 50 cm.) 3 = TALL (More than 50 cm.)

2. PLANT FORM (At Maturity):

1 = NONBRANCHING 2 = UPRIGHT BRANCHING 10 - 30° 3 = BROADLY BRANCHING > 30°

1 = LATERAL BRANCHING 2 = BASAL BRANCHING

3. PLANT ROSETTE:

Leaves: 1 = ELLIPTIC 2 = OVATE 3 = SPATULATE 4 = OTHER (Specify) _____

Leaf number (prior to elongation): 1 = < 6 2 = SIX TO NINE 3 = > 9

Anthocyanin: 1 = ABSENT 2 = PRESENT

4. STEM:

NO. OF FIRST ORDER BRANCHES CM. AVE. INTERNODE LENGTH ON MAIN STEM

Strength: 1 = NOT BRITTLE 2 = BRITTLE 1 = RIGID 2 = FLEXIBLE

Anthocyanin: 1 = ABSENT 2 = PRESENT - ALONG THE VEIN 3 = PRESENT - ENTIRE

Vesture: 1 = GLABROUS 2 = LIGHTLY PUBESCENT 3 = PUBESCENT

5. LEAF

Dorsal Side: } 1 = GLABROUS 2 = PUBESCENT Dorsal Side: } 1 = GLOSSY 2 = DULL
 Ventral Side: } Ventral Side: }

Margin: 1 = ENTIRE 2 = DENTATE 3 = LACERATE 4 = OTHER (Specify) Double Serrate

6. FLOWERING TYPE

1 = SHORT SEASON 2 = LONG SEASON

1 = EARLY (Early Bird Type) 2 = INTERMEDIATE (Crego Type) 3 = LATE (Powder puff Type)

7. FLOWER HEAD:

Symmetry: 1 = SYMMETRICAL 2 = ASYMMETRICAL CM. ACROSS

Shape: 1 = CONCAVE 2 = FLATTENED 3 = CONVEX 4 = GLOBOSE 5 = OTHER (Specify) _____

1 = SINGLE 2 = SEMIDouble 3 = DOUBLE

Odor: 1 = ODORLESS 2 = FAINTLY SWEET 3 = STRONG ODOR

7. FLOWER HEAD (Continued):

RAY FLOWER:

☐ 2 Dorsal Side: }
☐ 1 Ventral Side: } 1 = GLABROUS 2 = PUBESCENT

☐ 1 Dorsal Side: }
☐ 2 Ventral Side: } 1 = SHINY 2 = DULL

☐ 2 Cross Section: 1 = FLAT (Daisy Mae) 2 = ROLLED (Rayonantha)

☐ 2 Parallel Furrows: 1 = NONE 2 = SHALLOW 3 = DEEP

☐ 2 Shape: 1 = STRAP (Supergiant) 2 = BOAT SHAPE (Princess) 3 = NEEDLE-LIKE (Cactus Type) 4 = CURLED
 5 = OTHER (Specify) _____

☐ 3 Type: 1 = RECURVED (Crego) 2 = STRAIGHT (Daisy Mae) 3 = INCURVED (Perfection)

☐ 1 Apices: 1 = OBTUSE 2 = ACUTE

☐ 3 Apices: 1 = ENTIRE 2 = POINTED 3 = BLUNT OR NOTCHED

☐ 1 Color: 1 = MONOCOLOR 2 = BICOLOR 3 = OTHER (Specify) _____

☐ 1 Color Pattern (Dorsal): }
☐ 1 Color Pattern (Ventral): } 1 = SOLID 2 = STRIPED 3 = SPOTTED 4 = OTHER (Specify) _____

☐ 87 A Primary Color: }
☐ 87 C Secondary Color: } 01 = WHITE 02 = CREAM 03 = YELLOW 04 = PINK 06 = SCARLET 05 = SALMON PINK
 07 = RED 08 = ROSE 09 = LAVENDER 10 = PURPLE 11 = AZURE BLUE 12 = MIDBLUE
 13 = DARK BLUE 14 = OTHER (Specify) Violet Blue 87ARHS Chart

☐ 3 ☐ 2 MM. LONG ☐ ☐ 6 MM. WIDE (USE OUTER ROW OF FIRST MATURED FLOWER FOR SIZE.)

DISK FLOWER:

☐ 2 1 = ABSENT 2 = PRESENT, COVERED 3 = PRESENT, UNCOVERED

☐ 1 ☐ 0 MM. LENGTH (Longest Disk)

☐ 1 ☐ 3 COLOR (Choose from colors listed above)

8. SEED:

☐ 1 Coat Pattern: 1 = SOLID 2 = MOTTLED 3 = SPOTTED ☐ 3 ☐ 5 MM. LENGTH

9. DISEASE RESISTANCE (0 = Not Tested; 1 = Susceptible; 2 = Resistant)

☐ 0 ASTER WILT ☐ 0 RUST ☐ 0 ASTER YELLOW ☐ 0 OTHER (Specify) _____

10. INDICATE WHICH VARIETY MOST CLOSELY RESEMBLES THAT SUBMITTED:

CHARACTER	NAME OF VARIETY	CHARACTER	NAME OF VARIETY
Plant size	Burpee Dwf. Border Blue	Flower color	Burpee Dwarf Border Blue
Plant habit	" " " "	Flower size	" " " "
No. days to maturity		Ray size	

REFERENCES

1. Bailey, L. H., 1971, Manual of Cultivated Plants, (Rev.) MacMillan.
2. Nechansky, 1967, Systematic Studies on Cultivated China Asters, Preslia, 39:122 - 50.
3. Wit, F., 1936, Contributions to the Genetics of the China Aster, Genetica, 19:1 - 104.

Nickerson's or any recognized color fan may be used to determine the color of the variety.

GRANT OF SECURITY INTEREST
(PLANT VARIETY CERTIFICATES)

WHEREAS, W. ATLEE BURPEE COMPANY, a Pennsylvania corporation (herein referred to as "Grantor"), has been issued the Plant Variety Certificates listed on Schedule 1 annexed hereto;

WHEREAS, Grantor is a wholly owned Subsidiary of CDS Holding Corp.;

WHEREAS, Grantor has agreed to grant a first priority security interest in substantially all the assets of Grantor to secure the payment of all amounts owing under the Revolving Credit Agreement, dated as of December 30, 1986 (as amended, supplemented or modified from time to time, the "Credit Agreement"), among CDS Holding Corp., the O.M. Scott & Sons Company and Manufacturers Hanover Trust Company (the "Bank" and "Grantee"); and

WHEREAS, pursuant to the terms of a Subsidiary Security Agreement dated as of December 30, 1986 (the "Subsidiary Security Agreement") made by Grantor in favor of Grantee, its successors transferees and assigns Grantor has mortgaged, pledged and granted to Grantee a security interest in all right, title and interest of Grantor in, to and under all Certificates of Plant Variety Protection now or hereafter issued to the Grantee by the Plant Variety Protection Office of the United States Department of Agriculture (or any successor agency thereto) (all such Certificates being herein collectively referred to as "Plant Variety Certificates"), together with any reissues, extensions or renewals thereof whether presently existing or hereafter arising or acquired in connection with the tangible and intangible assets of the Grantor's business, including the goodwill of the business symbolized by the Plant Variety Certificates issued to and the applications therefor and the registrations thereof, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of all amounts owing under the Credit Agreement and any and all other amounts from time to time directly owing by the Grantor to the Bank;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby mortgage, pledge and grant to Grantee, its successors, indorses, transfees and assigns, a security interest in all of Grantor's right, title and interest in, to and under the following whether presently existing or hereafter arising or acquired:

(i) each Plant Variety Certificate and Plant Variety Certificate application, including, without limitation, each Plant Variety Certificate and Plant Variety Certificate application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Plant Variety Certificate and Plant Variety Certificate application;

(v) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Plant Variety Certificate registration including, without limitation, any registration referred to in Schedule 1, or for injury to the goodwill associated with any Plant Variety Certificate or Plant Variety Certificate application.

This security interest is granted in conjunction with the security interest granted to the Grantee, its successors, indorses, transfees and assigns, in substantially all of the assets of the Grantor, as set forth in the Security Agreement, of which this Agreement is a part.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Plant Variety Certificates, Plant Variety Certificates applications, made and granted hereby are more fully set forth in the Security Agreement, the

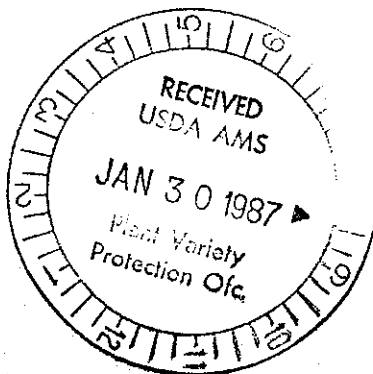
terms and provisions of which are incorporated by reference herein as if fully set forth herein. Terms defined in the Security Agreement shall have their defined meanings when used in this Grant of Security Interest.

IN WITNESS WHEREOF, Grantor has caused this Grant of Security Interest to be duly executed by its officers thereunto duly authorized as of the 30th day of December, 1986.

W. ATLEE BURPEE COMPANY

By: W. N. Englehart

Title: President



STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 30th day December, 1986, before me personally came William N. Englehart, to me personally known and known to me to be the person described in and who executed the foregoing instrument as President of W. Atlee Burpee Company, who being by me duly sworn, did depose and say that he resides at 5572 Long Lane, Doylestown, PA; that he is President of W. Atlee Burpee Company, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

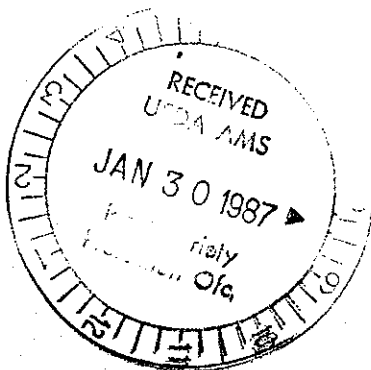
[Seal]

My commission expires:

3/30/87

Loretta D. Brenner
Notary Public

LORETTA D. BRENNER
Notary Public, State of New York
No. 60-4794803
Qualified in Westchester County
Certificate filed in New York County
Commission Expires March 30, 1987



PLANT VARIETY PROTECTION CERTIFICATES

<u>CERTIFICATE NO.</u>	<u>TITLE AND SUBTITLE</u>	<u>ISSUE DATE</u>	<u>EXPIRATION</u>
7100001	LETTUCE 'Green Ice'	4/25/73	1990
7100002	CHINA ASTER 'Totem Pole White'	3/28/74	1991
7100003	CHINA ASTER 'Totem Pole Rose-Pink'	3/28/74	1991
7100004	CHINA ASTER 'Totem Pole Scarlet-Cerise'	3/28/74	1991
7100005	CHINA ASTER 'Totem Pole Azure Blue'	3/28/74	1991
7100006	CHINA ASTER 'Totem Pole Dark Blue'	3/28/74	1991
7100009	VERBENA 'Ruffled White'	4/8/75	1992
7100010	MARIGOLD 'Redcoat'	12/12/75	1992
7100053	CHINA ASTER 'Ideal Dark Blue'	3/14/75	1991
7100054	CHINA ASTER 'Ideal Rose'	3/14/74	1991
7100059	ZINNIA 'Emperor'	12/12/75	1992
7100077	CHINA ASTER 'Burpeeana Extra Early Rose'	3/28/74	1991
7100078	CHINA ASTER 'Burpeeana Extra Early Scarlet Morn'	3/28/74	1991
7100079	CALENDULA 'Golden Gem'	6/27/75	1992
7100081	MARIGOLD 'Golden Fantastic'	5/14/76	1993
7100085	SWEETPEA 'Salmonette'	12/12/75	1992
7100086	SWEETPEA 'Lavender Delight'	12/12/75	1992

OWNER: W. ATLEE BURPEE COMPANY

- 2 -

<u>CERTIFICATE NO.</u>	<u>TITLE AND SUBTITLE</u>	<u>ISSUE DATE</u>	<u>EXPIRATION</u>
7100087	SWEETPEA 'Tangerine'	3/5/76	1993
7100088	VERBENA 'Ruffled Pink'	4/8/75	1992
7200054	SQUASH 'Burpee Golden Zucchini'	2/15/75	1994
7200108	SNAPDRAGON 'Bright Scarlet'	11/24/75	1992
7400030	CALIFORNIA POPPY 'Ballerina Yellow'	4/18/75	1992
7400032	CALENDULA 'Orange Gem'	6/27/75	1992
7400033	ZINNIA 'Ruffled Jumbo Scarlet'	12/12/75	1992
7400034	MARIGOLD 'Big Almost White'	11/15/74	1991
7400040	BEAN 'Greensleeves'	6/18/76	1993
7500024	MARIGOLD 'Golden Hawaii'	3/5/76	1993
7500025	CHINA ASTER 'Red Mound'	6/27/75	1992
7600011	MARIGOLD 'Red Pygmy'	2/15/77	1994
7600071	PUMPKIN 'Triple Treat'	5/9/77	1994
7600072	WATERMELON 'Sugarbush'	7/26/77	1994
7800005	ZINNIA 'Rose Starlet'	2/2/78	1995
7800009	LETTUCE 'Royal Oak Leaf'	2/2/78	1995
7900060	MARGOLD 'Happy Red'	5/1/80	1997
8200017	MARIGOLD 'Xantho-Orange'	6/17/82	1999

OWNER: W. ATLEE BURPEE COMPANY

<u>CERTIFICATE NO.</u>	<u>TITLE AND SUBTITLE</u>	<u>ISSUE DATE</u>	<u>EXPIRATION</u>
8200028	TOMATO 'Super Beefsteak'	8/19/82	1999
8200129	ASTER 'Pot 'n Patio Blue'	12/30/83	2000
8400138	PUMPKIN 'Bushkin'	8/30/85	2002
8500128	PEA 'Snappy'	10/31/85	2002
8600040	ZINNIA 'Pinwheel Rose'	8/31/86	2003

Applications

<u>APPLICATION NO.</u>	<u>TITLE AND SUBTITLE</u>	<u>APPLICATION DATE</u>
8400139	Watermelon 'Sweet Treat'	12/16/86
8600139	Basil 'Purple Ruffles'	7/7/86
8600149	Cucumber 'Picklebush'	7/9/86
8600158	Zinnia 'Red Lollipop'	9/3/86

SECURITY AGREEMENT

SECURITY AGREEMENT, dated as of November 23, 1987, made by W. Atlee Burpee Company, a Pennsylvania corporation (the "Debtor") in favor of Bankers Trust Company, a New York banking corporation (the "Secured Party"). Unless otherwise defined herein or in Article XI hereof, all capitalized terms used herein and defined in the Credit Agreement are used herein as therein defined.

W I T N E S S E T H:

WHEREAS, the Secured Party and the Debtor have entered into the Credit Agreement;

WHEREAS, pursuant to the Credit Agreement, the Secured Party has agreed to provide the Debtor, in accordance with the terms and conditions set forth therein, with a working capital line not exceeding the Commitment;

WHEREAS, it is a condition precedent to the incurrence of Advances under the Credit Agreement that the Debtor execute and deliver to the Secured Party this Security Agreement; and

WHEREAS, the Debtor desires to execute this Security Agreement to satisfy the condition described in the preceding paragraph;

NOW, THEREFORE, in consideration of the premises and other benefits to the Debtor, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby makes the following representations and warranties and hereby covenants and agrees as follows:

Plant Variety Protection Certificates

<u>CERTIFICATE NO.</u>	<u>TITLE AND SUBTITLE</u>	<u>ISSUE DATE</u>	<u>EXPIRATION</u>
7100001	LETTUCE 'Green Ice'	4/10/73	1990
7100002	CHINA ASTER 'Totem Pole White'	3/28/74	1991
7100003	CHINA ASTER 'Totem Pole Rose-Pink'	3/28/74	1991
7100004	CHINA ASTER 'Totem Pole Scarlet-Cerise'	3/28/74	1991
7100005	CHINA ASTER 'Totem Pole Azure Blue'	3/28/74	1991
7100006	CHINA ASTER 'Totem Pole Dark Blue'	3/23/74	1991
7100009	VERBENA 'Ruffled White'	4/8/73	1992
7100010	MARIGOLD 'Redcoat'	12/12/73	1992
7100053	CHINA ASTER 'Ideal Dark Blue'	3/14/74	1991
7100054	CHINA ASTER 'Ideal Rose'	3/14/74	1991
7100059	ZINNIA 'Emperor'	12/12/75	1992
7100077	CHINA ASTER 'Burpeeana Extra Early Rose'	3/28/74	1991
7100078	CHINA ASTER 'Burpeeana Early Early Scarlet Morn'	3/28/74	1991

<u>CERTIFICATE NO.</u>	<u>TITLE AND SUBTITLE</u>	<u>ISSUE DATE</u>	<u>EXPIRATION</u>
7100079	CALENDULA 'Golden Gem'	6/27/75	1992
7100081	MARIGOLD 'Golden Fantastic'	5/14/76	1993
7100085	SWEETPEA 'Salmonette'	12/12/75	1992
7100086	SWEETPEA 'Lavender Delight'	12/12/75	1992
7100087	SWEETPEA 'Tangerine'	3/5/76	1993
7100088	VERBENA 'Ruffled Pink'	4/8/75	1992
7200054	SQUASH 'Burpee Golden Zucchini'	2/15/77	1994
7200108	SNAPDRAGON 'Bright Scarlet'	11/24/75	1992
7400030	CALIFORNIA POPPY 'Ballerina Yellow'	4/18/75	1992
7400032	CALENDULA 'Orange Gem'	6/27/75	1991
7400033	ZINNIA 'Ruffled Jumbo Scarlet'	12/12/75	1991
7400034	MARIGOLD 'Big Almost White'	11/15/74	1991
7400040	BEAN 'Greensleeves'	6/18/76	1993
7500024	MARIGOLD 'Golden Hawaii'	3/5/76	1993
7500025	CHINA ASTER 'Red Mound'	6/27/75	1992

<u>CERTIFICATE NO.</u>	<u>TITLE AND SUBTITLE</u>	<u>ISSUE DATE</u>	<u>EXPIRATION</u>
7600011	MARIGOLD 'Red Pygmy'	2/15/77	1994
7600071	PUMPKIN 'Triple Treat'	5/9/77	1994
7600072	WATERMELON 'Sugarbush'	7/26/77	1994
7800005	ZINNIA 'Rose Starlet'	2/2/78	1995
7800009	LETTUCE 'Royal Oak Leaf'	2/2/78	1995
7900060	MARIGOLD 'Happy Red'	5/1/80	1997
8200017	MARIGOLD 'Xantho-Orange'	6/17/82	1999
8200028	TOMATO 'Super Beefsteak'	8/19/82	1999
8200129	ASTER 'Pot 'n Patio Blue'	12/30/83	2000
8400138	PUMPKIN 'Bushkin'	8/30/85	2002
8500128	PEA 'Snappy'	10/31/85	2002
8600040	ZINNIA 'Red Lollipop'	8/31/86	2003

Plant Variety Protection Certificates Applications

<u>APPLICATION NO.</u>	<u>TITLE AND SUBTITLE</u>	<u>APPLICATION DATE</u>
8400139	Watermellon 'Sweet Treat'	12/16/86
8600139	Basil 'Purple Ruffles'	7/7/86
8600149	Cucumber 'Picklebush'	7/9/86
8600158	Zinnia 'Pinwheel Rose'	9/8/86

GERMPLASM PURCHASE AND SALE AGREEMENT
BETWEEN GEO. J. BALL, INC. AND
W. ATLEE BURPEE COMPANY

This Germplasm Purchase and Sale Agreement (this "Agreement") is entered into as of March 1, 1992 by and between GEO. J. BALL, INC., an Illinois corporation ("Ball") on behalf of its Pan American seed division ("Pan American"), and W. ATLEE BURPEE COMPANY, a Pennsylvania corporation ("Burpee").

RECITALS

WHEREAS, Burpee is the owner of certain vegetable and flower seed germplasm as more fully specified below; and

WHEREAS, Burpee wishes to sell and Ball wishes to purchase all of such germplasm for the consideration described herein.

AGREEMENT

In consideration of the mutual promises contained herein and intending to be legally bound, the parties agree as follows:

1. Purchase and Sale. Pursuant to the terms of this Agreement, Burpee intends to sell and Ball intends to purchase all of the vegetable and flower seed germplasm owned by Burpee including, but not limited to, the varieties identified on Exhibit I attached hereto (collectively, the "Burpee Seed Stock"). Burpee hereby sells, transfers, conveys and assigns to Ball all of its right, title and interest in and to the Burpee Seed Stock, including, without limitation, all Variety names (as defined in paragraph 2 below), trademarks, tradenames, research and breeding materials, records and other rights and property constituting or relating to the Burpee Seed Stock. The trademarks and tradenames relating to the Burpee Seed Stock and which are sold to Ball pursuant to this Agreement are listed on Exhibit II attached hereto.

2. Purchase Price. As the purchase price for the Burpee Seed Stock, Ball shall pay to Burpee a percentage of Net Sales (as defined below) to unaffiliated customers and to divisions, subsidiaries and affiliates of Ball other than Pan American with respect to sales of Varieties (each separate variety of seed derived from the Burpee Seed Stock is referred to as a "Variety," and collectively as the "Varieties") introduced from the Burpee Seed Stock on or before February 28, 1995, provided that Ball shall not be obligated to make any such payments with respect to any sales to Burpee. In addition, Ball shall not be obligated to make any payments with respect to Net Sales of Varieties introduced from the Burpee Seed Stock after February 28, 1995. For the purposes of this Agreement, a Variety

shall be "introduced" by Ball on the date it is first commercially sold by Ball to an unaffiliated customer.

Ball shall pay to Burpee the amounts set forth below, expressed as a percentage of Net Sales:

March 1, 1992 - February 28, 1993 (Year 1):	25%
March 1, 1993 - February 28, 1994 (Year 2):	20%
March 1, 1994 - February 28, 1995 (Year 3):	15%
March 1, 1995 - February 29, 1996 (Year 4):	10%
March 1, 1996 - February 28, 2002 (Years 5 through 10):	7.5%

For the purposes of this Agreement, a sale shall be considered to have been made by Ball when it mails the related invoice to the customer. The amount of each Net Sale shall be: (i) in the case of a sale to an unaffiliated customer, the invoice price, less any subsequent discounts or returns; and (ii) in the case of a sale to a Ball affiliate, the amount that would be charged to an unaffiliated customer, taking into consideration sales volume and other relevant terms and conditions.

3. Allocation of Orders. Cutoff issues shall be administered as follows: Net Sales of Varieties booked by Burpee prior to March 1, 1992 for delivery between March 2, 1992 and June 30, 1992 will be credited to Burpee, and Ball shall be under no obligation to make purchase price payments to Burpee for such sales. Net Sales of Varieties booked by Burpee prior to March 1, 1992 for delivery after June 30, 1992 will be credited to Ball, and Ball shall pay purchase price payments to Burpee for such sales pursuant to paragraph 2 above. All sales of Varieties booked by Ball after March 1, 1992 for delivery before June 30, 2002 will be credited to Ball, and Ball shall pay purchase price payments to Burpee for such sales.

4. Title Warranty. Burpee represents and warrants to Ball that Burpee (i) has full power, authority and legal right to execute, deliver and perform this Agreement, and possesses good and marketable title to the Burpee Seed Stock, free and clear of all encumbrances, options, rights to purchase or other interests (other than the lien referred to in paragraph 5 below) and (ii) the execution and delivery of this Agreement by the parties hereto and of a Bill of Sale in the form attached hereto as Exhibit III and the Consent and Assignment between Burpee and Bankers Trust Company ("BTC") in the form of Exhibit IV will vest in Ball good and marketable title to the Burpee Seed Stock free and clear of all encumbrances, options, rights to purchase or other interests.

5. Required Consent. Pursuant to that certain Amended, Restated and Consolidated Credit Agreement dated as of February 20, 1991 between Burpee and BTC, which holds a security interest in substantially all of Burpee's assets, the obligation of Ball to affect the transactions contemplated by this Agreement

is subject to Burpee's obtaining the consent of BTC to said transactions in the form of Exhibit IV.

6. Best Efforts; Further Assurances. Ball and Burpee agree to use their best efforts to cause all conditions to their obligations hereunder to be timely satisfied and to perform and fulfill all obligations on their part to be performed and fulfilled under this Agreement, to the end that this Agreement shall be effected in accordance with its terms as soon as reasonably practicable. Ball and Burpee shall cooperate with each other in such actions and in securing requisite approvals, and shall execute and deliver all documents and take such other actions as may be necessary or appropriate to implement this Agreement.

7. Party Relations. All negotiations and transactions between Ball and Burpee relating to this Agreement have been and shall continue to be conducted on an arm's-length basis.

8. Negotiations. All matters related to but not covered in this Agreement, including, but not limited to, operational and financial matters, shall be negotiated in good faith by the parties.

9. Information. Burpee agrees to provide in a timely manner any information related to the Burpee Seed Stock which Ball shall reasonably request.

10. Sales Records; Royalty Payment Dates. Ball shall maintain true and accurate records of all sales of Varieties derived from the Burpee Seed Stock. Ball agrees to permit the duly authorized representatives of Burpee and BTC (for so long as BTC shall be a creditor of Burpee) to review, at Burpee's or BTC's expense, the sales records relating to Net Sales subject to this Agreement. No later than thirty days after the close of each month, Ball shall deliver to Burpee and BTC (for so long as BTC shall be a creditor of Burpee) a monthly summarized report of Net Sales of Varieties derived from the Burpee Seed Stock for the immediately preceding month. Simultaneously with the delivery of each such report, Ball shall pay to Burpee any amounts due for the monthly period covered by such report. Ball shall state if no amounts are due. Ball and Burpee agree that BTC is intended to, and shall be, a third party beneficiary of this paragraph 10.

11. Entire Agreement. This Agreement constitutes the entire agreement between the parties and all prior negotiations, representations, agreements and understandings are superseded by this Agreement.

12. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of Ball and Burpee (and to BTC, to the extent of paragraph 10), and their respective successors and assigns.

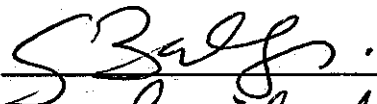
13. Counterparts. This Agreement and any other agreement or document delivered pursuant hereto may be executed in one or more counterparts and by different parties in separate counterparts. All such counterparts shall constitute one and the same agreement or other document and shall become effective when one or more counterparts of this Agreement have been signed by each party and delivered to the other party.

14. Governing Law. This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of Illinois except to the extent that certain matters are preempted by federal law or are governed by the law of the jurisdiction of organization or incorporation of the respective parties.

IN WITNESS WHEREOF, the parties have set their hand
this 1st day of March, 1992.

W. ATLEE BURPEE COMPANY

GEO. J. BALL, INC.

By: 
Its: President


By: 
Its: President

EXHIBIT I (Cont'd)

B. Burpee Price List

FLOWERS	U.S. \$ (Avoirdupois)			U.S. \$ (Metric)		
	1-3 ozs.	4-15 ozs.	16 ozs. or more	10-124 gm.	125-453 gm.	454 gm. or more
Ageratum (Subject to availability)						
E-37200 Pink Powderpuffs	\$135.00/oz.	\$130.00/oz.	\$125.00/oz.	\$4.75/gm.	\$4.60/gm.	\$4.40/gm.
Aster	1/4-4 lbs.	5-24 lbs.	25 lbs. or more	.125-2 kgs.	3-11 kgs.	12 kgs. or more
E-40287 Totem Pole Mixed	195.00/lb.	192.00/lb.	189.00/lb.	430.00/kg.	425.00/kg.	417.00/kg.
E-37648 Blue Ribbon	135.00	130.00	125.00	297.00	286.00	275.00
E-37267 Pink Ribbon	135.00	130.00	125.00	297.00	286.00	275.00
E-32961 Pot 'n Patio Mixed	135.00	130.00	125.00	297.00	286.00	275.00
E-35410 Pot 'n Patio Blue (New for '92)	135.00	130.00	125.00	297.00	286.00	275.00
E-35279 Pot 'n Patio Scarlet (New for '92)	135.00	130.00	125.00	297.00	286.00	275.00
E-35220 Pot 'n Patio White (New for '92)	135.00	130.00	125.00	297.00	286.00	275.00
E-35261 Pot 'n Patio Pink (New for '92)	135.00	130.00	125.00	297.00	286.00	275.00
Basil—Ornamental	1-4 lbs.	5-24 lbs.	25 lbs. or more	.5-2 kgs.	3-11 kgs.	12 kgs. or more
E-61341 Purple Ruffles—AAS 1986	75.00/lb.	73.00/lb.	71.00/lb.	165.00/kg.	160.50/kg.	156.00/kg.
E-65995 Green Bouquet	75.00	73.00	71.00	165.00	160.50	156.00
Calendula	1-24 lbs.	25-49 lbs.	50 lbs. or more	.5-11 kgs.	12-23 kgs.	24 kgs. or more
E-33399 Golden Gem	36.00/lb.	35.00/lb.	34.00/lb.	79.00/kg.	77.00/kg.	75.00/kg.
E-33381 Lemon Gem	36.00	35.00	34.00	79.00	77.00	75.00
E-36954 Orange Gem	36.00	35.00	34.00	79.00	77.00	75.00
E-30031 Gem Mixed	36.00	35.00	34.00	79.00	77.00	75.00
California Poppy						
E-39297 Ballerina Mixed	140.00/lb.	137.00/lb.	133.00/lb.	308.00/kg.	301.50/kg.	293.00/kg.
Coreopsis						
E-38265 Early Sunrise®	240.00/lb.	235.00/lb.	230.00/lb.	528.00/kg.	517.00/kg.	506.00/kg.
AAS + FS Gold Medals 1989						
Dahlberg Daisy—Dyssodia Tenuiloba						
E-31583 Golden Fleece	360.00/lb.	355.00/lb.	350.00/lb.	794.00/kg.	783.00/kg.	772.00/kg.
Delphinium—Semi Dwarfs	1/4-4 lbs.	5-24 lbs.	25 lbs. or more	.125-2 kgs.	3-11 kgs.	12 kgs. or more
E-33092 Snow White	395.00/lb.	390.00/lb.	385.00/lb.	871.00/kg.	860.00/kg.	849.00/kg.
Dusty Miller	1-24 lbs.	25-49 lbs.	50 lbs. or more	.5-11 kgs.	12-23 kgs.	24 kgs. or more
E-36988 Silverdust (Cineraria Maritima)	73.00/lb.	70.00/lb.	68.00/lb.	161.00/kg.	154.00/kg.	150.00/kg.
	1/4-4 lbs.	5-24 lbs.	25 lbs. or more	.125-2 kgs.	3-11 kgs.	12 kgs. or more
E-31336 Silver Lace (Chrysanthemum pinnatifidum)	750.00/lb.	730.00/lb.	710.00/lb.	1653.00/kg.	1609.00/kg.	1565.00/kg.
Gazania—Hybrid	1-3 ozs.	4-15 ozs.	16 ozs. or more	10-124 gm.	125-453 gm.	454 gm. or more
E-36418 Carnival Mixed	125.00/oz.	120.00/oz.	115.00/oz.	4.40/gm.	4.23/gm.	4.05/gm.
E-37994 Pinata Mixed	125.00	120.00	115.00	4.40	4.23	4.05
Geranium	1/4-4 lbs.	5-24 lbs.	25 lbs. or more	.125-2 kgs.	3-11 kgs.	12 kgs. or more
E-36210 Cherry Border	620.00/lb.	614.00/lb.	608.00/lb.	1367.00/kg.	1353.00/kg.	1340.00/kg.
E-37986 Deep Rose Border	620.00	614.00	608.00	1367.00	1353.00	1340.00
E-38885 Scarlet Border	620.00	614.00	608.00	1367.00	1353.00	1340.00
E-37978 Scarlet-Orange Border	620.00	614.00	608.00	1367.00	1353.00	1340.00
E-47977 Border Mix (New for '92)	620.00	614.00	608.00	1367.00	1353.00	1340.00
Gerbera						
E-31609 California Mixed	360.00/lb.	350.00/lb.	340.00/lb.	792.00/kg.	770.00/kg.	748.00/kg.
Gloriosa Daisy						
E-32433 Double Gold	130.00/lb.	127.50/lb.	125.00/lb.	286.50/kg.	281.00/kg.	275.50/kg.

EXHIBIT I (Cont'd)

B. Burpee Price List

FLOWERS

U.S. \$ (Avoirdupois)

U.S. \$ (Metric)

	1-3 ozs.	4-15 ozs.	16 ozs. or more	10- 124 gm.	125- 453 gm.	454 gm. or more
Iceland Poppy	\$116.50/oz.	\$111.00/oz.	\$105.00/oz.	\$4.10/gm.	\$3.90/gm.	\$3.70/gm.
E-30858 Sparkling Bubbles Mixed	116.50	111.00	105.00	4.10	3.90	3.70
E-38406 Scarlet Bubbles (New for '92)						
Marigold—American Hybrids— Regular Seed						
Royal Series	1/4-1 lb.	2-9 lbs.	10 lbs. or more	.125- .9 kg.	1-4 kgs.	5 kgs. or more
E-33894 Royal Gold	800.00/lb.	790.00/lb.	780.00/lb.	1760.00/kg.	1738.00/kg.	1716.00/kg.
E-34801 Royal Orange	800.00	790.00	780.00	1760.00	1738.00	1716.00
E-34827 Royal Yellow	800.00	790.00	780.00	1760.00	1738.00	1716.00
E-31534 Royal Mixed	800.00	790.00	780.00	1760.00	1738.00	1716.00
Lady Series						
E-32482 Deep Orange	800.00/lb.	790.00/lb.	780.00/lb.	1760.00/kg.	1738.00/kg.	1716.00/kg.
E-31807 First Lady	800.00	790.00	780.00	1760.00	1738.00	1716.00
E-30932 Gold	800.00	790.00	780.00	1760.00	1738.00	1716.00
E-32185 Orange	800.00	790.00	780.00	1760.00	1738.00	1716.00
E-32458 Primrose	800.00	790.00	780.00	1760.00	1738.00	1716.00
E-30494 Mixed	800.00	790.00	780.00	1760.00	1738.00	1716.00
Climax Series						
E-37747 Primrose	800.00/lb.	790.00/lb.	780.00/lb.	1760.00/kg.	1738.00/kg.	1716.00/kg.
E-30205 Golden Improved	800.00	790.00	780.00	1760.00	1738.00	1716.00
E-41533 Toreador (Orange)	800.00	790.00	780.00	1760.00	1738.00	1716.00
E-44461 Mixed	800.00	790.00	780.00	1760.00	1738.00	1716.00
Marigold—American O.P.— Regular Seed						
E-38356 Snowdrift (White)	1-4 lbs. 325.00/lb.	5-24 lbs. 320.00/lb.	25 lbs. or more 315.00/lb.	.5-2 kgs. 715.00/kg.	3-11 kgs. 704.00/kg.	12 kgs. or more 693.00/kg.
Marigold—Hybrids—De-Tailed Seed	25-99,000 seeds	100-249,000 seeds	250-499,000 seeds	500-999,000 seeds	1,000,000 seeds or more	
Prices per 1,000 seeds, minimum order 25,000 seeds.						
Marvel Series—De-Tailed Seed (after harvest only)						
E-48520 Gold	9.30/m	8.80/m	8.30/m	7.90/m	7.50/m	
E-48538 Orange	9.30	8.80	8.30	7.90	7.50	
E-48512 Yellow Chiffon	9.30	8.80	8.30	7.90	7.50	
E-48579 Yellow (New for '92)	9.30	8.80	8.30	7.90	7.50	
Lady Series—De-Tailed Seed						
E-33506 Deep Orange	8.55/m	8.05/m	7.55/m	7.15/m	6.75/m	
E-33167 First Lady	8.55	8.05	7.55	7.15	6.75	
E-33324 Gold	8.55	8.05	7.55	7.15	6.75	
E-33266 Orange	8.55	8.05	7.55	7.15	6.75	
E-33522 Primrose	8.55	8.05	7.55	7.15	6.75	
E-33191 Mixed	8.55	8.05	7.55	7.15	6.75	
Climax Series—De-Tailed Seed						
E-47183 Primrose	8.55/m	8.05/m	7.55/m	7.15/m	6.75/m	
E-47209 Toreador (Orange)	8.55	8.05	7.55	7.15	6.75	
Nugget Supreme Series—Triploid Hybrid (75% minimum germ.)—De-Tailed Seed						
E-48447 Gold	9.30/m	8.80/m	8.30/m	7.90/m	7.50/m	
E-48421 Orange	9.30	8.80	8.30	7.90	7.50	
E-48413 Red	9.30	8.80	8.30	7.90	7.50	
E-48439 Yellow	9.30	8.80	8.30	7.90	7.50	
E-40089 Mixed	9.30	8.80	8.30	7.90	7.50	
Marigold—Triploid Hybrids— Regular Seed						
Fireworks Series	1/4-1 lb.	2-4 lbs.	5 lbs. or more.	.125- .9 kg.	1-2.4 kgs.	2.5 kgs. or more
E-37069 Red Seven Star	994.50/lb.	985.00/lb.	975.50/lb.	2192.00/kg.	2171.00/kg.	2150.00/kg.
E-37291 Orange Fireworks	994.50	985.00	975.50	2192.00	2171.00	2150.00
E-39610 Yellow Fireworks	994.50	985.00	975.50	2192.00	2171.00	2150.00
E-38323 Golden Fireworks	994.50	985.00	975.50	2192.00	2171.00	2150.00
E-30320 Fireworks Mixed	994.50	985.00	975.50	2192.00	2171.00	2150.00

EXHIBIT I (Cont'd)

B. Burpee Price List

FLOWERS	U.S. \$ (Avoirdupois)			U.S. \$ (Metric)		
Petunia—Multiflora O.P.			10 lbs.			4.1 kgs.
Royalty Series	1-4 lbs.	5-9 lbs.	or more	.5-2.0 kgs.	2.1-4.0 kgs.	or more
E-39719 Royalty Mid-Blue	\$595.00/lb.	\$580.00/lb.	\$570.00/lb.	\$1312.00/kg.	\$1279.00/kg.	\$1257.00/kg.
E-43679 Royalty Red	595.00	580.00	570.00	1312.00	1279.00	1257.00
E-48314 Royalty White	595.00	580.00	570.00	1312.00	1279.00	1257.00
E-48173 Royalty Mix	475.00	460.00	450.00	1048.00	1014.00	992.00
Shasta Daisy			10 lbs.			5 kgs.
E-33431 Starburst Hybrid	1/4-1 lb.	2-9 lbs.	or more	.125-.9 kgs.	1-4 kgs.	or more
E-36475 White Knight	335.00/lb.	325.00/lb.	315.00/lb.	718.00/kg.	704.00/kg.	690.00/kg.
	1825.00	1800.00	1775.00	3924.00	3880.00	3836.00
Snapdragon			4 ozs.			125 gms.
Double Supreme Hybrids	1/2-3.9 ozs.		or more	10-124 gms.		or more
E-34892 Crimson	765.00/oz.		751.00/oz.	27.00/gm.		26.50/gm.
E-32631 Scarlet	765.00		751.00	27.00		26.50
E-34934 Super Jet	765.00		751.00	27.00		26.50
E-44123 Vanguard	765.00		751.00	27.00		26.50
E-32284 White	765.00		751.00	27.00		26.50
E-33050 Mixed	765.00		751.00	27.00		26.50
Starflower			25 lbs.			12 kgs.
E-30510 Scabiosa Stellata	1-4 lbs.	5-24 lbs.	or more	.5-2 kgs.	3-11 kgs.	or more
	25.00/lb.	23.00/lb.	21.00/lb.	55.00/kg.	51.00/kg.	46.00/kg.
Statice			5 lbs.			3 kgs.
E-39727 Caspia	1/4-1.9 lbs.	2-4 lbs.	or more	.125-.9 kgs.	1-2 kgs.	or more
	1040.00/lb.	1030.00/lb.	1020.00/lb.	2288.00/kg.	2266.00/kg.	2244.00/kg.
Sweet Peas			500 lbs.			227 kgs.
E-30833 Patio Early-Flowering Bush Mixed	5-99 lbs.	100-499 lbs.	or more	2-45 kgs.	46-226 kgs.	or more
E-33043 GALAXY® Mixed	21.40/lb.	20.90/lb.	20.50/lb.	47.00/kg.	46.00/kg.	45.00/kg.
	11.60	11.20	10.70	25.50	24.50	23.50
Viola cornuta			10 lbs.			5 kgs.
(No resale into the United Kingdom)						
Princess Series	1/4-1 lb.	2-9 lbs.	or more	.125-.9 kgs.	1-4 kgs.	or more
E-38414 Princess Blue (Fleuroselect Novelty)	472.00/lb.	463.00/lb.	455.00/lb.	1040.00/kg.	1020.00/kg.	1000.00/kg.
E-38687 Cream	472.00	463.00	455.00	1040.00	1020.00	1000.00
E-38901 Deep Purple (New for '92)	472.00	463.00	455.00	1040.00	1020.00	1000.00
E-38539 Purple with Face	472.00	463.00	455.00	1040.00	1020.00	1000.00
E-38059 Yellow	472.00	463.00	455.00	1040.00	1020.00	1000.00
E-38117 Mixed	472.00	463.00	455.00	1040.00	1020.00	1000.00
Zinnia—Hybrids			5 lbs.			3 kgs.
Splendor Series	1/4-1.9 lbs.	2-4 lbs.	or more	.125-.9 kgs.	1-2 kgs.	or more
E-34264 Scarlet—AAS 1990	655.00/lb.	650.00/lb.	645.00/lb.	1441.00/kg.	1430.00/kg.	1419.00/kg.
E-33993 Pink	655.00	650.00	645.00	1441.00	1430.00	1419.00
E-35527 Yellow	655.00	650.00	645.00	1441.00	1430.00	1419.00
E-38604 Mixed	655.00	650.00	645.00	1441.00	1430.00	1419.00
Burpee's Zenith						
E-35790 Mixed	450.00/lb.	445.00/lb.	440.00/lb.	990.00/kg.	979.00/kg.	968.00/kg.
Zinnia—O.P.			50 lbs.			24 kgs.
Burpeeana Giant	1-9 lbs.	10-49 lbs.	or more	.5-4 kgs.	5-23 kgs.	or more
E-30007 Mixed	30.00/lb.	29.00/lb.	28.00/lb.	66.00/kg.	63.80/kg.	61.60/kg.
Burpee's Bicolor						
E-38547 Candy Cane Mixed	50.00/lb.	48.50/lb.	47.00/lb.	110.00/kg.	106.70/kg.	103.40/kg.
Zinnia—Dwarf O.P.			5 lbs.			3 kgs.
E-38497 Red Lollipop®	1/4-1.9 lbs.	2-4 lbs.	or more	.125-.9 kgs.	1-2 kgs.	or more
E-38489 Lollipop Mix	337.00/lb.	332.00/lb.	327.00/lb.	743.00/kg.	732.00/kg.	721.00/kg.
	337.00	332.00	327.00	743.00	732.00	721.00

© Unauthorized propagation prohibited—U.S. Protected Variety.

EXHIBIT I (Cont'd)

B. Burpee Price List

FLOWERS

U.S. \$ (Avoirdupois)

U.S. \$ (Metric)

Zinnia—Dwarf O.P. Pinwheel Series

E-43950 Rose Pinwheel
E-33936 Salmon Pinwheel (New for '92)
E-38299 White Pinwheel (New for '92)

1/4-1.9 lbs.	2-4 lbs.	5 lbs. or more
\$285.00/lb.	\$280.00/lb.	\$275.00/lb.
285.00	280.00	275.00
285.00	280.00	275.00

.125-.9 kgs.	1-2 kgs.	3 kgs. or more
\$628.00/kg.	\$617.00/kg.	\$606.00/kg.
628.00	617.00	606.00
628.00	617.00	606.00

Starlight Series

E-39420 Orange
E-30767 Rose
E-39446 Scarlet
E-35543 Yellow
E-36640 Mixed

235.00/lb.	230.00/lb.	225.00/lb.
235.00	230.00	225.00
235.00	230.00	225.00
235.00	230.00	225.00
235.00	230.00	225.00

518.00/kg.	507.00/kg.	496.00/kg.
518.00	507.00	496.00
518.00	507.00	496.00
518.00	507.00	496.00
518.00	507.00	496.00

Zinnia—O.P.

Angustifolia (55-60,000 sds./oz.)
E-35683 Star White (⊗ applied for)

1-4 lbs.	5-24 lbs.	25 lbs. or more
980.00/lb.	965.00/lb.	950.00/lb.

.5-2 kgs.	3-11 kgs.	12 kgs. or more
2160.00/kg.	2127.000/kg.	2094.00/kg.

CONSENT AND ASSIGNMENT

CONSENT AND ASSIGNMENT AGREEMENT BETWEEN W. ATLEE BURPEE COMPANY AND BANKERS TRUST COMPANY

This Consent and Assignment Agreement (this "Agreement") is entered into as of March 1, 1992 by and between W. ATLEE BURPEE COMPANY, a Pennsylvania corporation ("Borrower"), and BANKERS TRUST COMPANY, a New York banking corporation ("Lender").

RECITALS

WHEREAS, Borrower and Lender are parties to an Amended, Consolidated and Restated Credit Agreement, dated as of February 20, 1991 (the "Credit Agreement"; terms capitalized in this Agreement and not otherwise defined shall have the meanings ascribed to them in the Credit Agreement); and

WHEREAS, as collateral security for all obligations owed by it under the Credit Agreement, Borrower has granted to Lender a general and continuing lien on, and security interest in, substantially all of its assets, including, without limitation, the germplasm, as hereinafter defined; and

WHEREAS, Borrower and GEO J. BALL, INC., an Illinois corporation ("Ball"), have entered into a Germplasm Purchase and Sale Agreement (the "Purchase and Sale Agreement") dated as of March 1, 1992, pursuant to which Borrower will sell, convey and transfer to Ball and Ball will purchase and acquire from Borrower, all of Borrower's right, title and interest in and to the germplasm (the "Burpee Seed Stock"), on the terms set forth in the Purchase and Sale Agreement; and

WHEREAS, pursuant to the Credit Agreement, the obligation of the parties to effect the transactions contemplated by the Purchase and Sale Agreement shall be subject to the Borrower's obtaining the consent of Lender to the transactions, and Lender has consented and agreed to the foregoing subject to the terms and conditions set forth in this Agreement.

AGREEMENT

In consideration of the mutual promises contained herein and intending to be legally bound, the parties agree as follows:

1. Consent And Release. Subject to the terms of paragraph 2 below: (a) Lender acknowledges and consents to the sale and transfer by Borrower to Ball of all of Borrower's right, title and interest in and to the Burpee Seed Stock, as defined in the Purchase and Sale Agreement; and (b) Lender terminates and releases its lien on and security interest in the Burpee Seed Stock only, but not in any other assets or properties of Borrower (including all proceeds, in the hands of Borrower, of the Burpee Seed Stock) which constitute collateral, and Lender's first priority and perfected lien on and security interest in such other assets and properties is hereby acknowledged and confirmed by Borrower.

2. Collateral Assignment of Purchase Price Payments.

(a) In consideration of Lender's consent to the transactions contemplated in the Purchase and Sale Agreement, and Lender's release of its lien on and security interest in the Burpee Seed Stock, Borrower grants to Lender an irrevocable lien on and security interest in, and claim against, all accounts, receivables, instruments, checks, moneys, claims, rights, contract rights, intangibles, royalties, payments and anything of value due or to become due at any time to Borrower by Ball pursuant to the Purchase and Sale Agreement (collectively the "Purchase Price Payments"), as such Purchase and Sale Agreement is in effect on the date hereof or as it may be hereafter amended, supplemented or modified in accordance with the terms hereof. The Purchase Price Payments include, without limitation, Net Royalty Payments, as calculated in accordance with Section 3 hereof, and all proceeds and products thereof.

(b) Lender hereby agrees that, pursuant to the Purchase and Sale Agreement, Ball may make Purchase Price Payments due thereunder directly to Borrower, unless and until Lender shall have given written notice to Ball that an Event of Default shall have occurred and is continuing under the Credit Agreement, in which case Ball shall thenceforth make all Net Royalty Payments due thereunder directly to Lender by wire transfer of funds to Lender's bank account, as set forth below. Borrower agrees that it shall pay to Lender the Net Royalty Payments at the times and calculated in the manner set forth in Section 3 below. Lender will apply all Net Royalty Payments received from Borrower hereunder against Borrower's obligations as follows: first against the last maturing installments of principal of the Tranche A Loan, in the inverse order of maturity thereof, until paid and satisfied in full; second against the outstanding principal balance of the Payment-in-Kind Loans, until paid and satisfied in full; third against the outstanding principal balance of the Revolving Loans (each such application to concurrently reduce permanently, on a dollar-for-dollar basis, the Revolving Loan Sub limit then in effect and for all subsequent periods), until paid and satisfied in full; and finally against the last maturing installments of principal of

the Tranche B Loan, in the inverse order of maturity thereof, until paid and satisfied in full. Borrower agrees to make all payments required hereunder by wire transfer of good funds directly to Lender at its bank account in New York City, as follows:

(c) Notwithstanding anything above to the contrary, upon the occurrence and during the continuance of any Event of Default, Lender may apply any payments received by it against such of the obligations and in such order as Lender may determine.

3. Definition and Calculation of Net Royalty Payments.

(a) The aggregate Net Royalty Payments required to be made to Lender by Borrower hereunder for each of the annual periods set forth below (each, a "Contract Year") shall be an amount equal to all Purchase Price Payments due to Borrower from Ball pursuant to the Purchase and Sale Agreement for such Contract Year minus the amount set forth below (the "Annual Adjustment") for each such Contract Year; provided, however, that the Net Royalty Payments due for each of the first four Contract Years shall not be less than \$150,000:

<u>Contract Year</u>	<u>Annual Adjustment</u>
3/1/92 - 2/28/93	\$268,000
3/1/93 - 2/28/94	\$325,000
3/1/94 - 2/28/95	\$369,000
3/1/95 - 2/28/96	\$427,000
3/1/96 - 2/28/97, and thereafter	\$479,000

(b) As soon as practicable, but in no event more than thirty-five days, after the end of each calendar month, Borrower shall prepare and submit to Lender a statement for such calendar month (each, a "Monthly Statement") specifying in reasonable detail (i) the total amount of Purchase Price Payments due from Ball for the period beginning on the first day of the relevant Contract Year and ending on the last day of the calendar month to which such Monthly Statement relates and (ii) the total Annual Adjustment for the related Contract Year. If the amount

connection with the execution, delivery, performance, validity or enforceability of this Agreement.

(f) This Agreement has been duly executed and delivered on behalf of the Borrower by its duly authorized officer, and constitutes the legal, valid and binding obligations of the Borrower, enforceable in accordance with its terms, except as the enforceability may be limited by applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally.

(g) The execution, delivery and performance of this Agreement will not violate any requirement of law applicable to or contractual obligation of the Borrower.

5. General Provisions.

(a) Borrower agrees to take all action on and after the date hereof which in Lender's reasonable opinion is necessary or desirable to implement or effectuate the terms of this Agreement;

(b) This Agreement may not be amended, supplemented or modified except by a written instrument signed by each of the parties;

(c) This Agreement shall be binding upon Borrower, and its successors and assigns, and shall inure to the benefit of Lender and its successors and assigns;

(d) This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, without regard to the conflict of laws principles thereof;

(e) Upon the indefeasible payment and satisfaction in full of all Obligations, Lender shall assign to Borrower, without recourse, representation or warranty of any kind, all of Lender's right, title and interest in the Purchase Price Payments, whereupon this Agreement shall automatically terminate and be of no further force or effect; and

(f) Lender and Borrower agree to pay all of their respective costs and expenses (including reasonable counsel fees) incurred in connection with the preparation, negotiation, delivery, administration and enforcement of this Agreement, or any of the documents delivered in connection with this Agreement.

IN WITNESS WHEREOF, Borrower and Lender have executed this Agreement as of the date first set forth above.

BANKERS TRUST COMPANY

By *Terence Morgan*
Title: *M. D.*

W. ATLEE BURPEE COMPANY

By *Joe Ball*
Title: *President*

The undersigned hereby (i) acknowledges the collateral assignment made pursuant to paragraph 2 hereof and (ii) agrees to make all Net Royalty Payments directly to Lender upon receipt of the notice contemplated by paragraph 2(b).

GEO. J. BALL, INC.

By *Quinn Crockett Ball*
Title: *President*

ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (this "Agreement") is entered into by and between Geo. J. Ball, Inc., an Illinois corporation ("Assignor"), and Ball Horticultural Company, an Illinois corporation wholly owned by Assignor ("Assignee"), and relates to that certain GERMPLASM PURCHASE AND SALE AGREEMENT, dated as of March 1, 1992, between Geo. J. Ball, Inc., on behalf of its PanAmerican Seed Company division, and W. ATLEE BURPEE COMPANY (the "Contract Party") (said agreement, as amended, supplemented or otherwise modified to the date hereof and as it may hereafter be amended, supplemented or otherwise modified from time to time, being the "Contract").

WHEREAS, the Contract Party has consented to the assignment of the Contract from Assignor to Assignee.

IN CONSIDERATION of the agreements, provisions and covenants herein contained, the parties hereto hereby agree as follows:

SECTION 1. Assignment and Assumption.

(a) Effective upon the execution and delivery of this Agreement by the parties to this Agreement (the "Closing Date"), Assignor hereby assigns to Assignee, without recourse, representation or warranty, and Assignee hereby assumes from Assignor, all of Assignor's rights and obligations arising under the Contract.

(b) Assignor and Assignee hereby agree that, upon giving effect to the assignment and assumption described above, (i) Assignee shall be a party to the Contract and shall have all of the rights and obligations under the Contract, and shall be deemed to have made all of the covenants and agreements contained in the Contract, and (ii) Assignor shall be absolutely released from any of such obligations, covenants and agreements assumed or subsequently made by Assignee in respect of the Contract.

SECTION 2. Miscellaneous.

(a) Each of Assignor and Assignee hereby agrees from time to time, upon request of the other such party hereto, to take such additional actions and to execute and deliver such additional documents and instruments as such other party may reasonably request to effect the transactions contemplated by, and to carry out the intent of, this Agreement.

(b) Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated, except by an instrument in writing signed by the party (including, if applicable, any party required to evidence its consent to or

Agreed, acknowledged and consented to this 14th day of September, 1995.

W. ATLEE BURPEE COMPANY

By: _____

C. L. Romas

Name: _____

CHRIS G. ROMAS

Title: _____

Vice President - Finance

BILL OF SALE


KNOW ALL MEN BY THESE PRESENTS:

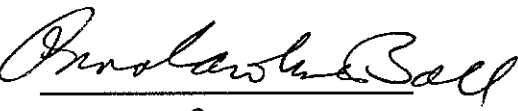
That W. ATLEE BURPEE COMPANY, a Pennsylvania corporation ("Seller"), does hereby sell, transfer, convey and assign to GEO. J. BALL, INC., an Illinois corporation ("Purchaser"), for and in consideration of the payments specified in the Germplasm Purchase and Sale Agreement dated as of March 1, 1992 between the Purchaser and the Seller, all of Seller's right, title and interest in and to the Burpee Seed Stock, as defined therein, including without limitation those varieties identified in Exhibit I to the aforesaid Agreement, and including, without limitation, all the incidents thereof.

IN WITNESS WHEREOF, said Seller and Purchaser have caused this instrument to be executed by their officers thereunto duly authorized as of the 1st day of March, 1992.

W. ATLEE BURPEE COMPANY

GEO. J. BALL, INC.

By: 
Its: President

By: 
Its: President